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Suzanne Henderson

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FIRST AMENDMENT TO NO SURFACE USE OIL AND GAS LEASE (Paid-Up Lease)

This First Amendment to No Surface Use Oil and Gas Lease (this "Amendment"), effective as of this 13th day of June, 2009, is entered into by and between SOUTHERN OAKS PARTNERS LP ("Lessor"), a Washington limited partnership, whose mailing address is 4550 177th Avenue Southeast, Bellevue, Washington 98006, and XTO ENERGY INC. ("XTO"), a Delaware corporation, whose mailing address is 810 Houston Street, Fort Worth, Texas 76102-6298.

R E C I T A L S:

A. Lessor and VARGAS ENERGY, LTD. (the "Original Lessee"), predecessor-in-interest to XTO, executed a *No Surface Use Oil and Gas Lease* dated as of December 19, 2007, recorded as Instrument # D208027711, in the Official Public Records of Tarrant County, Texas (the "Lease"), covering a 10.00-acre parcel of land more or less, as more particularly described in the Lease (the "Land"), for the sole purpose of exploring, drilling, and producing oil and gas, laying pipelines and building roads and tanks thereon to produce, save, treat, process, store, and transport oil and gas and other products manufactured from oil and gas produced from the Land. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to them in the Lease.

B. Original Lessee assigned all of its interest in the Lease to XTO pursuant to an *Assignment of Oil and Gas Leases with Reservation of Overriding Royalty Interest*, executed as of February 13, 2008, recorded as Instrument # D208072411, in the Official Public Records of Tarrant County, Texas (the "Assignment").

C. Lessor and XTO desire to execute this First Amendment to evidence their agreement regarding the permitted surface locations for wells under the Lease, and to make certain other amendments to the Lease, all as set forth in this First Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and XTO agree as follows:

Article I

CERTAIN AMENDMENTS

SECTION 1.01. Operations. The following paragraph is hereby added to the end of Section 6 of the Lease:

(d) In consideration of Lessor's agreement to allow drilling closer than 1000 feet from the boundary of the Land (as provided in the amendment and restatement of Section 7 of the Lease effected in SECTION 1.02 following), Lessee agrees that all trucks and other vehicles used by Lessee or its agents to access the surface location for any well that penetrates the surface of the Land, and for related purposes permitted under the Lease, shall be prohibited from traveling on the portion of S. Hulen Street in front of the Southern Oaks Apartments, located at 5500 S. Hulen Street. The prohibited transport route is shown on the attached "Exhibit A."

SECTION 1.02. Surface Use. Section 7 of the Lease is hereby deleted in its entirety and replaced with the following:

7. Surface Use. Lessee is prohibited from using the surface of the Land for any purpose, but Lessee may engage in directional drilling activities beneath the Land that are conducted on the surface of other land. The surface location for any well that penetrates the surface of the Land or in which Lessee owns an interest shall be at least 700 feet from the boundary of the Land. Any directional drilling must penetrate the Land sufficiently below the surface as to not interfere with the present or future use of the surface of the Land for commercial or residential use, and in no event may the directional drilling penetrate the Land less than 400 feet below the surface. A directional well drilled under this provision shall be considered to be located on the Land for the purpose of constituting operations under the terms of this Lease.

SECTION 1.03 Compliance with Fort Worth Drilling Ordinance. To supplement Section 6(c) of the Lease, Lessee agrees to comply fully with all relevant aspects of City of Ft. Worth Drilling Ordinance, No. 8449-02-2009, including, without limitation, relating to ambient noise and light, and any other part of that ordinance that restricts or limits drilling activities with the intent of minimizing adverse effects to nearby properties.

Article II

MISCELLANEOUS


SECTION 2.01. Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Each party represents to the other that such party (a) is currently unaware of any default by the other party under the Lease; and (b) has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of such party enforceable in accordance with its terms.

SECTION 2.02. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.



SECTION 2.03. Counterparts. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Amendment may be executed by facsimile and each party has the right to rely upon a facsimile counterpart of this Amendment signed by the other party to the same extent as if such party had received an original counterpart.

Executed on the date first written above.

LESSOR:
SOUTHERN OAKS PARTNERS LP

By: 
Name: BRUCE THAYER
Title: GENERAL PARTNER

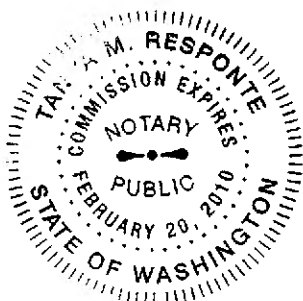
XTO:
XTO ENERGY INC.

By: 
Name: Edwin S. Ryan Jr. 
Title: Sr. Vice President – Land Administration

STATE OF WASHINGTON

COUNTY OF King

This instrument was acknowledged before me on the 30 day of June, 2009, by Bruce Thayer, GP of of Southern Oaks Partners LP, on behalf of said limited partnership.




Notary Public, State of Washington

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 12th day of June, 2009, by Edwin S. Ryan Jr., Sr. Vice President – Land Administration, of XTO Energy Inc., on behalf of said corporation.



Charla F. Wilkes
Notary Public, State of Texas